

**BEFORE THE  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, DC**

\_\_\_\_\_  
Application of )  
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)  
**AVCON JET MALTA LTD** )  
) Docket DOT-OST-2021-\_\_\_\_\_  
for an exemption pursuant to 49 U.S.C. § 40109 )  
and a foreign air carrier permit pursuant to )  
49 U.S.C. § 41301 (EU-U.S. open-skies) )  
\_\_\_\_\_ )

**APPLICATION OF AVCON JET MALTA LTD  
FOR AN EXEMPTION AND A FOREIGN AIR CARRIER PERMIT**

Communications with respect to this document should be addressed to:

Mark Cobb  
Director, Avcon Jet Malta Ltd  
AVCON JET GROUP  
Wohllebengasse 12-14  
1040 Vienna  
Austria  
Telephone: +43(0) 1 505 47 47 451  
E-mail: m.cobb@avconjet.at

Rachel Welford  
COZEN O'CONNOR  
1200 19th Street, NW  
Washington, DC 20036  
Telephone: +1 202 912 4825  
E-mail: rwelford@cozen.com

Counsel for AVCON JET MALTA LTD

September 21, 2021

**NOTICE:** Any person may support or oppose this Application by filing an answer and serving a copy of the answer on the Applicant and all persons served with the Application. Comments on the exemption request are due October 6, 2021, and comments on the foreign air carrier permit request are due October 12, 2021.

**BEFORE THE  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, DC**

Application of

**AVCON JET MALTA LTD**

for an exemption pursuant to 49 U.S.C. § 40109  
and a foreign air carrier permit pursuant to  
49 U.S.C. § 41301 (EU-U.S. open-skies)

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) Docket DOT-OST-2021-\_\_\_\_\_  
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DATED: September 21, 2021

**APPLICATION OF AVCON JET MALTA LTD  
FOR AN EXEMPTION AND A FOREIGN AIR CARRIER PERMIT**

Avcon Jet Malta Ltd ("Avcon Jet Malta" or the "Applicant") hereby applies under 49 U.S.C. §§ 41301, 41302 and 40109, Subparts B and C of the Department's Rules of Practice (14 C.F.R. §§ 302.201 and 302.301, *et seq.*), the U.S.-EU Reciprocal Recognition Procedures,<sup>1</sup> and the Streamlined Licensing Procedures<sup>2</sup> for a foreign air carrier permit authorizing Avcon Jet Malta to engage in charter foreign air transportation of persons, property, and mail to and from points in the United States to the full extent permitted by its homeland operating authority and the Air Transport Agreement between the United States and the European Union and its Member States,<sup>3</sup> as well as other charters pursuant to the prior

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<sup>1</sup> See DOT Notice, "Application Procedures for Foreign Air Carriers of the European Union," dated February 19, 2009.

<sup>2</sup> See DOT Notice in Docket DOT-OST-2005-22228, dated August 23, 2005. Avcon Jet Malta requests that the Department grant this application under the show-cause procedures described in that Notice by issuing a single Order (a) granting the exemption authority described in this application for a period of two years, or until the effective date of the Applicant's foreign air carrier permit, whichever occurs first, and (b) tentatively awarding the foreign air carrier permit. As soon as possible thereafter, Avcon Jet Malta requests that the Department issue a Final Order issuing the Applicant its EU-U.S. open-skies foreign air carrier permit for a period of indefinite duration.

<sup>3</sup> Air Transport Agreement between the United States of America and the European Community and its Member States, signed April 25 and 30, 2007, as amended by the Protocol dated June 24, 2010 (the "U.S.-EU Agreement").

approval requirements set forth in the Department's regulations (14 C.F.R. Part 212), as more fully described herein. Avcon Jet Malta also requests, pursuant to 49 U.S.C. § 40109, that the Department grant it an exemption from 49 U.S.C. § 41301 to the extent necessary to enable it to provide the services covered by this application while Avcon Jet Malta's foreign air carrier permit application is pending.

Avcon Jet Malta is a Malta-based air operator that is a part of the Avcon Jet Group of business aviation companies. It was founded in 2011 to provide aircraft management and charter services that complement and enhance the range of services provided by the Avcon Jet Group within Europe. To make its fleet available to charter customers requesting service to and from the United States, Avcon Jet Malta is applying for the full extent of authority available to air carriers from EU Member States under the EU-U.S. Agreement.<sup>4</sup>

In support of this application and in compliance with the U.S.-EU Reciprocal Recognition Procedures, the Applicant states as follows:

1. *The name and address of the applicant.*

Avcon Jet Malta Ltd  
1301, East Five, Fort Cambridge  
Tirq Tigne, Sliema, SLM3175  
Malta

2. *Statement of the authority sought.*

Avcon Jet Malta requests issuance a foreign air carrier permit authorizing the Applicant to engage in the following:

- foreign charter air transportation of persons, property, and mail from any point or points behind any Member State of the European Union, via any point or points in any EU Member State and via intermediate points, to any point or points in the United States and beyond;

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<sup>4</sup> Avcon Jet Malta is currently authorized under 14 C.F.R. § 375.70 to conduct only a limited number of planeload charter flights under a DOT special authorization that is effective through October 8, 2021. Avcon Jet Malta plans to conduct additional planeload charter flights under subsequent special authorizations until this DOT exemption/permit application has been approved and Avcon Jet Malta has been issued FAA foreign operations specifications.

- foreign charter air transportation of persons, property, and mail between any point or points in the United States and any point or points in any member of the European Common Aviation Area;
- foreign charter air transportation of cargo between any point or points in the United States and any other point or points;
- other charters pursuant to the prior approval requirements set forth in the Department's regulations governing charters; and
- charter transportation authorized by any additional route rights made available to European Union carriers in the future, to the extent permitted by the Applicant's homeland license on file with the Department.

While its application for a foreign air carrier permit is pending, Avcon Jet Malta requests that it be granted an exemption from 49 U.S.C. § 41301 to the extent necessary to allow it to provide the services described above for a two-year period or until the requested permit authority becomes effective, whichever occurs first.

3. *Evidence of the Applicant's operating authority.*

Attached as Exhibit VCJ-1 is Operating Licence Number CAD/MT-20 reissued by the Transport Malta Civil Aviation Directorate ("TM CAD") on November 13, 2019, which enables Avcon Jet Malta to operate air services as specified in its Air Operator Certificate ("AOC"). Attached as Exhibit VCJ-2 is AOC #MT-20 also reissued by the TM CAD on November 12, 2019, authorizing Avcon Jet Malta to perform commercial air transport operations on a worldwide basis with aircraft as specified in its operations specifications. Avcon Jet Malta has a relatively small but growing fleet of business jets and maintains operations specifications for airplanes that will be available for service to and from the United States. Avcon Jet Malta will continue to update and renew its Operating License and AOC as necessary.

4. *Name of the foreign air transport authority involved.*

Transport Malta Civil Aviation Directorate  
Malta Transport Centre, Triq Pantar  
Lija, LJA 2021  
Malta

5. *Statement that the Applicant's insurance coverage meets or exceeds the liability limits of 14 C.F.R. Part 205.*

The Applicant's insurance coverage meets or exceeds the liability limits of 14 C.F.R. Part 205, as reflected in the Certificate of Insurance for the first aircraft that will be available for service to the United States, attached as Exhibit VCJ-3. The Certificate of Insurance, and future Certificates of Insurance as its fleet expands, will also be filed with the FAA.

6. *Copies of signed OST Form 4523 (waiver of liability limits under the Warsaw Convention).*

Attached as Exhibit VCJ-4 is a copy of signed OST Form 4523, which will also be filed in Docket DOT-OST-1995-236.

#### **ADDITIONAL INFORMATION**

1. Energy Information. In light of the on-demand nature and limited scope of its proposed business aircraft operations, the services proposed by Avcon Jet Malta will not involve a near-term net annual change in aircraft fuel consumption exceeding 10 million gallons, meaning approval of this application would not constitute a "major regulatory action" under the Energy Policy and Conservation Act, as implemented by 14 C.F.R. Part 313. The Applicant does not anticipate encountering any difficulty in obtaining adequate supplies of fuel for its proposed *ad hoc* services from existing sources.

2. Family Support Plan and Passenger Manifest Information. Avcon Jet Malta initially intends to provide its on-demand services solely with small business jet aircraft and thus is not submitting a plan to address the needs of families of passengers involved in aircraft accidents pursuant to 49 U.S.C. § 41313(c), or a statement summarizing how it would collect the passenger manifest information required by 14 C.F.R. Part 243 and transmit the information to the Department of State in the event

of an aviation disaster. In the event that Avcon Jet Malta expands its fleet to include large aircraft in the future, it will make the necessary submissions.

3. Verification. The verification required by 14 C.F.R. § 302.4(b) is attached hereto as Exhibit VCJ-5.

WHEREFORE, Avcon Jet Malta requests that the Department promptly approve this application and issue exemption authority and a foreign air carrier permit pursuant to the U.S.-EU Agreement, U.S.-EU Reciprocal Recognition Procedures, and the Streamlined Licensing Procedures, as described herein, and grant such further and additional relief as the Department deems appropriate.

Respectfully submitted,



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Rachel Welford  
COZEN O'CONNOR  
1200 19th Street, NW  
Washington, DC 20036  
Telephone: +1 202 912 4825  
E-mail: rwelford@cozen.com

Counsel for AVCON JET MALTA LTD

Exhibit VCJ-1

Operating Licence No. CAD/MT-20

Reference: CAD/MT-20

Date of issue: 14th February, 2017

Date of re-issue: 13th November, 2019

## OPERATING LICENCE

1. The Director General for Civil Aviation, pursuant to the provisions of Regulation (EC) No. 1008/2008 on common rules for the operation of air services in the Community, and being the competent authority for the granting of the Operating Licences under Section 7 of the Civil Aviation Act 1972 (Chapter 232 of the Laws of Malta) and Article 14 of the Authority for Transport in Malta Act (Chapter 499 of the Laws of Malta) hereby grants an Air Operating Licence to:

**Avcon Jet Malta Ltd**  
**1301 East Five**  
**Fort Cambridge East Block**  
**Tigne' Street**  
**Sliema SLM3175**  
**Malta**

2. This Operating Licence enables the holder to operate air services within the geographical limitations specified in the company's Air Operating Certificate.
3. The licence holder shall operate aircraft registered in Malta and/or the European Economic Area and Switzerland, which are either owned by him or which have been acquired by the licence holder under charter, lease or sub-lease, hire purchase and/or similar arrangements, and which are specified in the licence holder's Air Operator's Certificate.
4. The licence holder shall take out to the satisfaction of the Director General for Civil Aviation, an adequate insurance policy against any liability which may be incurred by the Company, in respect of the death or of bodily injury to any person including passengers, or the damage to any property cause by or arising from the use of aircraft.
5. The licence holder shall notify the Director General for Civil Aviation within fourteen days of any change in the ownership of any single shareholding that represents 10% or more of the total shareholding of the air transport undertaking or its holding company.
6. Subject to paragraph 6 of Section 7 of the Civil Aviation Act, 1972 this Operating Licence shall remain in force until revoked or suspended by the Director of Civil Aviation.

  
Captain Charles Pace  
Director General for Civil Aviation

tm

Transport Malta  
Civil Aviation Directorate

CAD006040

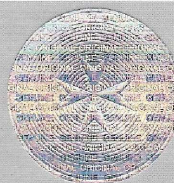


Exhibit VCJ-2

Air Operator Certificate #: MT-20



**AIR OPERATOR CERTIFICATE**  
(Approval schedule for air transport operators)

Types of Operation: Commercial air transport (CAT) ☒ Passengers; ☒ Cargo;  
☐ Other:

**REPUBLIC OF MALTA**

**Transport Malta Civil Aviation Directorate**

AOC #: MT-20

**Avcon Jet Malta Ltd**

**1301, EAST FIVE  
Fort Cambridge East Block  
Triq Tigne, Sliema SLM 3175  
MALTA**

**Business Telephone: + 356 27031572**

**Business Fax: + 356 27031572**

**Email: [office@avconjet.com.mt](mailto:office@avconjet.com.mt)**

**Operational Points of Contact**

Contact details at which  
Operational Management can be  
contacted without undue delay are  
listed in the Operations  
Specifications.

This certificate certifies that Avcon Jet Malta Ltd is authorised to perform commercial air operations, as defined in the attached operations specifications, in accordance with the operations manual, Annex V to Regulation (EU) 2018/1139 and its Implementing acts.

Date of issue:

14-02-2017

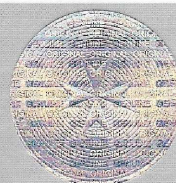
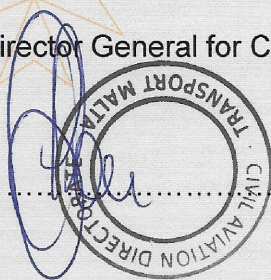
Name: Capt. Charles Pace

Title: Director General for Civil Aviation

Date of re-issue:

13-11-2019

Signature: .....



# TRANSPORT MALTA CIVIL AVIATION DIRECTORATE

## AIR OPERATOR CERTIFICATE No. MT- 20

**Avcon Jet Malta Ltd**

### General Conditions

This certificate is granted subject to the following conditions:

1. A person authorised by the Director General for Civil Aviation shall have access to any premises in the occupation or control of the holder of this certificate for the purpose of examining the premises and any document, equipment, tools, material or other things of whatsoever nature, relating to the operation of aircraft hereunder kept or used or intended to be used in connection with the operation of the aircraft.
2. A person authorised by the Director General for Civil Aviation shall be permitted at any time to board and fly in any aircraft operated under this certificate, and to enter and remain on the flight deck; provided that the Commander of the aircraft may refuse access to the flight deck if, in his opinion, the safety of the aircraft would thereby be endangered.
3. A person authorised by the Director General for Civil Aviation shall be permitted to board and fly in any aircraft in which any person is given a periodical test by or on behalf of the holder of this certificate.
4. The holder of this certificate shall furnish to the Director General for Civil Aviation for examination a copy of every operations manual, maintenance management exposition and of all other written instructions in force concerning the operation of the aircraft under this certification and submit any changes for examination.
5. Every flight under this certificate shall be conducted in accordance with the provisions of the Company Operations Manual and instructions.
6. The Operator shall, within a reasonable time after being requested to do so by a person appointed by the Director General for Civil Aviation, produce any document required to be stored in accordance with ORO.MLR.115 and shall permit an authorised person to inspect and copy any such document.
7. The holder of this certificate shall give to the Director General for Civil Aviation not less than 20 days' notice in writing of any intended change in the nominated person or in their duties.
8. The holder of this certificate shall give to the Director General for Civil Aviation immediate notice, in writing, if the Company goes into liquidation, or is placed into receivership or administration.
9. The certificate shall remain valid subject to:
  - i. The holder remaining in compliance with the relevant requirements of Regulation (EU) 2018/1139 and its Implementing Acts, taking into account the provisions related to the handling of findings as specified under ORO.GEN.150;
  - ii. Transport Malta Civil Aviation Directorate (**TM CAD**) being granted access to the holder as defined in ORO.GEN.140 to determine continued compliance with the relevant requirements of Regulation (EU) 2018/1139 and its Implementing Acts; and
  - iii. The certificate not being surrendered or revoked.
10. The certificate may be suspended under the provisions of Chapter 218 of the Laws of Malta.
11. Upon suspension, revocation or surrender the certificate shall be returned to TM CAD without delay.

Signature: .....

Name: Capt. Charles Pace

Title: Director General for Civil Aviation

Date: 13-11-2019



Exhibit VCJ-3

Certificate of Insurance



Office of the Secretary  
of Transportation

#### AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 400 7<sup>th</sup> St., SW, Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**NOTE:** For information on where to file completed copies of this form, see **FILING INSTRUCTIONS** below.

OMB No. 2106-0030 Expires 2-28-2011

## FOREIGN AIR CARRIERS - CERTIFICATE OF INSURANCE

### POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**FILING INSTRUCTIONS:** File a signed original of this form with the Federal Aviation Administration, Air Transportation Div., AFS-260, 800 Independence Ave., SW., Washington, DC 20591. (See **EXCEPTION** below.)

**EXCEPTION:** If Section 2.A. is filled in because the insured is a *Canadian Charter Air Taxi Operator*, file an original of this form with the U.S. Department of Transportation, Special Authorities Division (X-46), 400 7<sup>th</sup> Street, SW, Washington, D.C. 20590

(Please type information, except signatures.)

**THIS CERTIFIES THAT:** AXA XL, a division of AXA  
(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to AVCON JET MALTA Ltd, 35 Mannarino Road (as operator), 35 Mannarino Road, BKR 9080 Birkirkara, Malta

FAA Certificate Number TBA  
(Name, address and FAA Certificate number of Insured Foreign Air Carrier)

effective from 1 April 2021 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (*Check One*):

- ☐ is licensed to issue aircraft insurance policies in the United States;  
☒ is licensed or approved by the government of Liechtenstein to issue aircraft insurance policies; or  
☐ is an approved surplus line insurer in the State(s) of \_\_\_\_\_

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "foreign air transportation" as that term is defined in 49 U.S.C. 40102.

(*Complete applicable section A, B, or C below*):

**A. CANADIAN CHARTER AIR TAXI OPERATORS WITH PART 294 AUTHORITY ONLY**

The aircraft covered by this policy have: (1) 30 or fewer passenger seats and a maximum payload capacity of 7,500 pounds or less; and/or (2) a maximum authorized takeoff weight on wheels of no more than 35,000 pounds. (*Complete separate or combined coverage as appropriate*):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
_____	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$75,000	\$2,000,000* (See note)
_____	Passenger Bodily Injury	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. \_\_\_\_\_ Amount of Coverage \_\_\_\_\_ U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

**NOTE:** If the aircraft covered by this policy have more than 30 passenger seats or more than a maximum payload capacity of 7,500 pounds, the minimum limit per occurrence shall be \$20,000,000.

OST Form 6411

THIS CERTIFICATE CANCELS AND REPLACES ANY PRE-DATED CERTIFICATE (OST FORM) ISSUED ON BEHALF OF THE AIR CARRIER NAMED ABOVE

**B. FOREIGN AIR CARRIERS OPERATING SMALL AIRCRAFT**

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$2,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☒ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. 24846A21 Amount of Coverage As per schedule U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

**C. FOREIGN AIR CARRIERS OPERATING LARGE AIRCRAFT**

The aircraft covered by this policy are LARGE AIRCRAFT (i.e., with more than 60 passenger seats or with a maximum payload capacity of more than 18,000 pounds). (Complete separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$20,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. Amount of Coverage U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

3. The policy or policies listed in this certificate insure(s) (Check One):
- |  |                 |                                      |
|--|-----------------|--------------------------------------|
| <input type="checkbox"/> Operations conducted with all aircraft operated by the insured                        | Make and Model  | FAA or Foreign Flag Registration No. |
| <input type="checkbox"/> Operations conducted with the following types of aircraft:                            |                 |                                      |
| <input checked="" type="checkbox"/> Operations with the following aircraft: (Use additional page if necessary) | As per schedule |                                      |

4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205. \*

AXA XL

(Name of Insurer)

Kranhaus 1, 1m Zollhafen 18  
(Address)

Köln, Deutschland, 50678  
(City, State, Zip Code)

Tim van Dyck  
Contact (person who can verify the effectiveness of the coverage)

+49 221 16887 387/+49 172 2802965  
(Area Code, Phone Number)

Willis Towers Watson

(Name of Broker, if applicable)

51 Lime Street  
(Address)

London  
(City, State, Zip Code)

John Burgoyne  
(Officer or authorized representative)

+44 1473 207106 /  
(Area Code, Phone Number) (Area Code, Fax Number)



WILLIS LTD

(Signature, if applicable)

(Date)

(Signature)

20 September 2021  
(Date)

\* subject to approved exclusions in accordance with CAB letter 22nd January 1982 to LeBoeuf, Lamb, Leiby and MacRae

## ATTACHMENT ONE – SCHEDULE OF AIRCRAFT AND LIABILITY SUM INSURED

Insured: **AVCON JET MALTA Ltd**, 35 Mannarino Road (as operator), 35 Mannarino Road, BKR 9080 Birkirkara, Malta  
 Policy Period: 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022

Manufacturer	Model	Reg.	YoM	MSN	MTOW (Kg)	Crew Seats	Pass Seats	Agreed Value		TP SDR Limit		CSL Limit
Bombardier	Global 5000 (BD700-19H-OMK)		2013	9578	41,957	3	14	USD	45,000,000.00	XDR	150,000,000	USD 300,000,000.00
Dassault	Falcon F2000LX	9H-HAM	2012	245	19,145	2	9	USD	25,000,000.00	XDR	80,000,000	USD 150,000,000.00
Cessna	XLS	9H-GKM	2008	560-5811	9,163	2	9	USD	5,000,000.00	XDR	18,000,000	USD 200,000,000.00
Gulfstream	G650	9H-CAA	2019	6350	45,177	4	14	USD	70,000,000.00	XDR	150,000,000	USD 400,000,000.00
Bombardier	Global 6000	9H-KLS	2014	9601	45,132	4	15	USD	25,000,000.00	XDR	150,000,000	USD 300,000,000.00
Bombardier	Global 6000	9H-SSU	2019	9864	41957	4	13	USD	42,000,000.00	XDR	150,000,000	USD 400,000,000.00
Bombardier	Global 5000	9H-TDI	2013	9560	41975	3	16	USD	22,000,000.00	XDR	150,000,000	USD 300,000,000.00

  
**WILLIS LTD**

20<sup>th</sup> September 2021

.....  
 Date of issue

.....  
 Authorised Signatory, Name, Title and Stamp

Exhibit VCJ-4

OST Form 4523



## AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

### "ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain ]\*  
[(name of carrier) and certain other] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

\*Either alternative may be used.

(Signature and Date)

(Printed Name and Title)

Mark Cobb, Director

(Name and Address of Carrier)

Avcon Jet Malta Ltd  
1301, EAST FIVE,  
Fort Cambridge East Block  
Triq Tigne, Sliema SLM 3175  
MALTA

Exhibit VCJ-5

Verification

### VERIFICATION

Pursuant to Title 18 United States Code Section 1001, I, Mark Cobb, in my individual capacity and as the authorized representative of the pleader, have not in any manner knowingly and willfully falsified, concealed or failed to disclose any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statement in connection with the preparation, filing or prosecution of the foregoing pleading. I understand that an individual who is found to have violated the provisions of 18 U.S.C. section 1001 shall be fined or imprisoned not more than five years, or both.

Pursuant to Title 28 United States Code Section 1746, I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



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Mark Cobb  
Director  
AVCON JET MALTA LTD


Executed on: 21 September, 2021

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Application of Avcon Jet Malta Ltd for an Exemption and a Foreign Air Carrier Permit has been served this 21st day of September, 2021, on the following individuals:

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Acting Deputy Assistant Secretary for Transportation Affairs  
Bureau of Economic and Business Affairs  
Department of State  
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Jonathan Echmalian